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Tarrant County Texas

Official Public Records

1/18/2011 1:59 PM

D211013938

Mary Louise Garcia PGS 5 \$32.00
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Electronically Recorded
Chesapeake Operating, Inc.

CORRECTION TO OIL & GAS LEASE

Reference is hereby made to that certain Oil, Gas, and Mineral Lease (hereinafter referred to as "Subject Lease") dated the 27th day of September, 2010, by and between Elizabeth R. Valles, a married person dealing in her sole and separate property, as Lessor, and Chesapeake Exploration, L.L.C., an Oklahoma Limited Liability Company, as Lessee, whose address is P.O. Box 18496, Oklahoma City, Oklahoma 73154-0496, which lease is recorded in Document#D210246053 of the Public Records of Tarrant County, Texas.

WHEREAS Total E&P USA, Inc., whose address is 1201 Louisiana Street, Suite 1800, Houston, Texas, 77002, acquired an undivided 25% of Chesapeake's working interest in the aforementioned Lease; and

WHEREAS, the Leased Premises described in the Oil & Gas Lease reads as follows:

.188 acres of land, more or less, being a tract of land out of the Joel Walker Survey, Abstract 1654, Tarrant County, Texas, being more particularly described by metes and bounds in that certain deed dated November 5, 2009, by and between Mentoring a Child Foundation, as Grantor, and Elizabeth R. Valles, as Grantee, recorded in document number D209298933, of the Deed Records, Tarrant County, Texas.

WHEREAS, Paragraph 7 of the Lease reads as follows, to-wit:

"7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises. Persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each."

WHEREAS, it is the desire of the above parties to delete Paragraph 7 of the Lease as referenced above in its entirety and replace with the following:

"7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises."

WHEREAS, Lessor and Lessee do hereby wish to add paragraph 8 to the Lease as follows:

"8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each."

Furthermore, the undersigned do hereby ratify, adopt and confirm said Lease as hereby amended, as a valid and subsisting Lease and the undersigned Lessor does hereby grant, demise, lease and let unto Lessee, the present owner of the Subject Lease, the premises described above, subject to and in accordance with all of the terms and provisions of the Subject Lease as hereby amended.

This agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

EXECUTED the 23rd day of November, 2010, but for all purposes effective the 27th day, of September 2010.

Lessor:

Elizabeth R. Valles
Elizabeth R. Valles

Lessee:

Chesapeake Exploration, L.L.C., an Oklahoma Limited Liability Company

By: [Signature]
Henry J. Hood, Senior Vice President-Land
& Legal and General Counsel

M.R.
CJM

Acknowledgments

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on 23rd day
of November, 2010,
by Elizabeth R. Valles

[Signature]
Notary Public State of Texas



STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on _____ day
of _____, 2010,
by _____

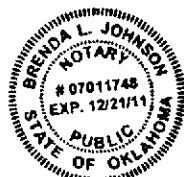
Notary Public State of Texas

STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this 29th
day of November, 2010, by Henry J. Hood, Senior Vice
President - Land & Legal and General Counsel of Chesapeake
Exploration, L.L.C., an Oklahoma Limited Liability Company, on
behalf of said entity.

Given under my hand and seal the day and year last above
written.

[Signature]
Notary Public, State of Oklahoma
Notary's name (printed): Brenda L. Johnson



TOTAL E&P USA, INC.

By:

Name: Eric Bonnin
Vice President, Business Development & Strategy

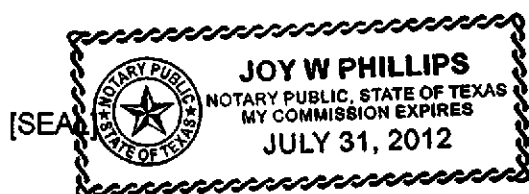
Title:

STATE OF TEXAS

COUNTY OF Harris

) §:

The foregoing instrument was acknowledged before me this 15th day of December 2011, by Eric Bonnin as Vice President Business Development & Strategy of TOTAL E&P, USA, Inc., a Delaware corporation, as the act and deed and on behalf of such corporation.



~~Not a Public~~

RLB



2066-408

Nov 11, 2010



This plat is subject to the provisions of the Texas Constitution and the laws of the State of Texas, and is subject to the jurisdiction of the Tarrant County Clerk of Court.

Tarrant Appraisal District

Record & Return To:
 Chesapeake Operating, Inc.
 P.O. Box 18496
 Oklahoma City, OK 73154